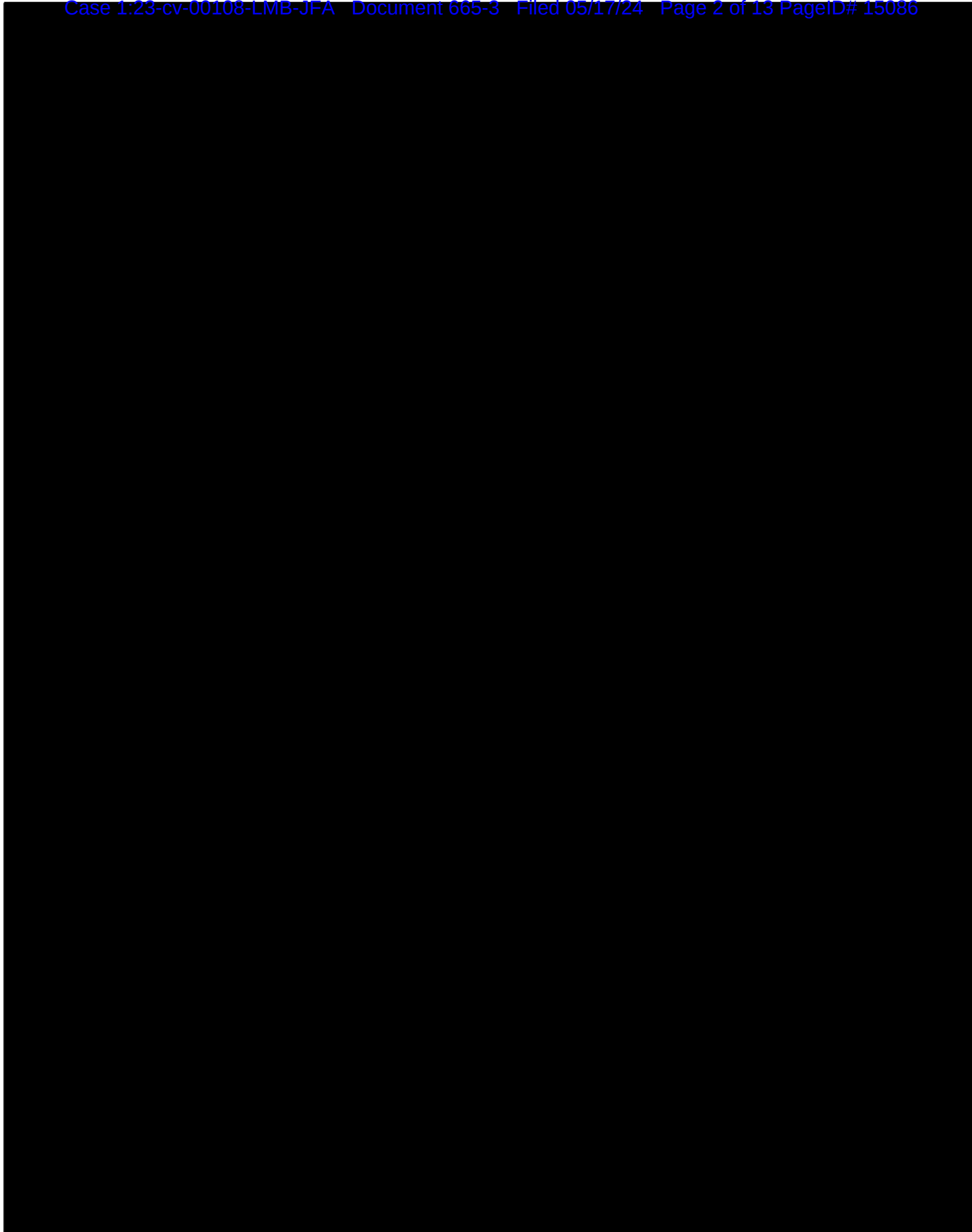


Plaintiffs' Exhibit 83

(Redacted)



Last Accessed May 13th, 2024

Link: <https://www.google.com/doubleclick/adxbuyer/guidelines/>



Authorized Buyers

Authorized Buyers Program Guidelines

Last updated on March 28, 2022.

This product is governed by the terms set forth in your Authorized Buyers program contract. (Your contract may refer to the Google DoubleClick AdX Service, which for buyers is now known as the Authorized Buyers program.)

The Authorized Buyers program is a service for accessing multiple sources of online display advertising inventory. In the Authorized Buyers program, publishers and publisher networks are considered "Sellers," ad networks and other eligible entities as described below are considered "Buyers," and unique instances of a web browser or mobile application are considered "Users."

Buyers participating in any transaction through the Authorized Buyers program, including but not limited to Programmatic Guaranteed, Preferred Deals, Private Auction, or Open Auction must adhere, and ensure that any third party to whom they provide access to the Authorized Buyers program under their account also adheres, to the following policies: (i) the [Platforms program policies](#), and (ii) the Authorized Buyers program-specific policies stated below on this page. Please note that any restatements of the [Platforms program policies](#) in these Authorized Buyers Program Guidelines are for clarification purposes only and do not limit the application of the [Platforms program policies](#) to Buyers.

Eligible Buyers for the Authorized Buyers program

The Buyer must assume principal risk in all Authorized Buyers purchase transactions. Unless otherwise approved by Google, Buyers are not permitted to use the Authorized Buyers program (i) for the purpose of buying solely on behalf of a single advertiser, or (ii) if they use an AdWords account to buy display or video advertising for any purpose other than to advertise their own products and services.

No Sub-syndication Policy

Buyers may only purchase inventory for use directly by an advertiser (or direct agent of an advertiser) with which they have a direct relationship. Reselling, distributing or otherwise sub-syndicating inventory to another indirect sales channel (e.g., another ad network or trading desk) is prohibited. Note that redirection to rich-media vendors and third party ad servers used by advertiser (or direct agent of an advertiser) is permitted under this policy, subject to the Third-party Ad Technology Vendors section below.

Buyers must not use the Authorized Buyers program for buying inventory for which they directly or indirectly pay or receive a share of revenues to or from an entity that would otherwise prevent the inventory from being monetized.

Real-time Bidder Policy

The Real-time Bidder is a feature of the Authorized Buyers program that allows Buyers to receive impression calls in near real time and provides a bid in response based on the Buyer's own data and information. Google may in its sole discretion modify the scope, duration, frequency and access to such information at any time without liability to Buyer.

Buyers' implementation of the Real-time Bidder feature must comply with the [Real-time Bidding Protocol](#).

Google reserves the right to audit Buyer's use of the Real-time Bidder feature and investigate any related activity in order to ensure Buyer's compliance with these policies and the Authorized Buyers Terms. The audits shall be at Google's expense and will be conducted no more than once during each 12 month period, during normal business hours and without

unreasonably interfering with Buyer's normal business operations. If Buyer does not permit an audit, then Buyer may not continue to use the Real-time Bidder feature.

Data Restrictions

Disclosure of Bid Data. Sellers may restrict their advertising inventory to Buyers who consent to the disclosure of their historical bid data to such Sellers. Buyers that opt out of such disclosure (i) will be excluded, for the duration of the opt-out, from any reports of bid data to such Sellers, and (ii) authorize Google to disclose their identity to such Sellers.

Restrictions on Buyer Use of Data. Unless otherwise permitted by publisher in the bid request, Buyers may use data received from the Authorized Buyers service solely for the purpose of buying through the Authorized Buyers program or frequency capping, and where permitted, may store such data in a secure (i.e., encrypted) manner. The anonymity of the cookie or mobile advertising identifier must be respected and Buyers are prohibited from otherwise identifying the user. For clarity, Buyer's use of any Personal Information received from the Authorized Buyers program is subject to the Data Protection section below.

RTB Callout Data Restriction. Buyer may store the encrypted cookie ID and mobile advertising identifier for the purpose of evaluating impressions and bids based on user-data previously obtained by the Buyer. Buyer is permitted to retain callout data only for the length of time necessary to fulfill the relevant purposes stated above, and in any event, for no longer than 18 months.

Unless Buyer wins a given impression, it must not (i) associate callout data for that impression with third party data or (ii) share rate card data in any form, including but not limited to aggregate form, with third parties. To use callout data for an impression to create user lists or profile users, a Buyer must win a given impression and receive indication that the impression is eligible for this use.

Location Data Restriction. If Buyer receives information through the Authorized Buyers program that identifies or can be used to infer an end user's precise geographic location, such as GPS, wifi or cell tower data ("Location Data"), then Buyer is permitted to use such information solely for the purpose of bidding on the applicable impression and Buyer is permitted to retain such information solely for the length of time necessary to fulfill that purpose.

Third-party Ad Technology Vendors

Buyer's Authorized Buyers ads may only make calls to [Certified External Vendors](#) ("Certified Vendors"). Sellers may choose which Certified Vendors are allowed for their end users in the European Economic Area, the United Kingdom or Switzerland ("European Users"). If the RTB callout specifies which Certified Vendors are allowed for an impression that serves to a European User, Buyer's ads for such impression may only call such allowed vendors.

Cookie Matching

Subject to the Data Protection section below, Buyer may associate identifiers received from the cookie match service ("Match Data") with data they already own, provided upon any User opt out of a cookie or mobile advertising identifier, Buyer immediately dissociates any related data linked to the Match Data.

Buyer must implement cookie matching pursuant to the [Real-Time Bidding Cookie Matching Specifications](#).

Restrictions on Match Data. Buyer is not permitted to use Match Data for (i) data harvesting, including but not limited to augmenting data lists, including but not limited to enabling cross-session correlation across identifier resets, or (ii) circumventing user identifier resets.

Requirements for Passing Ad Tags and Redirects. Buyer is only permitted to redirect an ad match tag to fourth parties when the ad match is initiated by the Buyer. Any such redirected ad match can only be used to associate two anonymous

cookies for the subsequent purpose of enabling ad targeting and reporting for a given impression. For clarity, Buyer must own the root domain of any URL that it provides to Google for use in ad matches initiated by Google.

User Consent

You must obtain legally valid user consent as required by the [EU user consent policy](#).

Interest-Based Advertising

In addition to the Interest-based advertising policies in the [Platforms program policies](#), Buyers must also comply with the following policies:

Privacy Policy. Buyer's posted [privacy policy](#) must include information about Google, any [Google advertising cookies](#) or mobile advertising identifiers associated with a User ("User Cookie"), and an appropriate description of Buyer's use of any remarketing in online advertising. The remarketing description must be included in the privacy policies of all sites that include the remarketing tag or otherwise gather information for remarketing.

In Ads Notice and Ads Modification. To clarify, Buyer is responsible for ensuring that all of its online behavioral ads (i.e., advertisements that use or collect data for online behavioral advertising purposes including without limitation when Buyer targets advertising inventory using a remarketing list of User Cookies ("User List") provided by a Seller or otherwise obtained by the Buyer) contain notices in accordance with advertising industry guidelines and self-regulatory principles, and/or any applicable laws, rules or regulations. Google reserves the right to (a) insert such notices within ads including when a Buyer has failed to do so, and (b) insert into the ads icons with controls that enable Users to manage their online advertising experience, such as the "Mute This Ad" feature. Buyer may not modify or obscure such notices or controls.

User List Creation. Subject to the Third-party Ad Technology Vendors and Data Protection sections of these Authorized Buyers Program Guidelines, Buyer may use pixel tracking within its ads for the purpose of creating a remarketing list. Buyer, however, may not create a User List of Users of a single site, whether through pixel tracking or any other means, without the applicable Seller's written consent.

Declarations. Buyer may declare in the user interface or in the ad call whether its ad: (1) collects any site data (including but not limited to URLs) for subsequent use in targeting or re-marketing; (2) targets consumers ("end users") based on remarketing or user lists; (3) targets end users using interest-based categories; or (4) includes cookie matching tags for subsequent use in targeting the same end users. Such declarations enable Google to filter the type of interest-based ads that may serve to a site based on the respective Seller's settings.

Advertising Cookies Policy. Buyer's use of the User Cookie via a User List is also subject to the [Google Advertising Cookies Policy](#).

User List Transparency. Buyer grants to Google the right, should Google elect to do so, to display to any User that is part of Buyer's User Lists (i) that the User is on at least one of Buyer's User Lists, and (ii) Buyer's domain or display name.

Conflicts. To the extent there is any conflict between these Interest-Based Advertising Policies and the Third-Party Ad Serving Policy, then Buyer needs to comply with the version of the conflicting provision in these Interest-Based Advertising Policies.

Tag-based Buy Adjustments (beta)

For tag-based buying, Buyers will provide relevant campaign information and details (including maximum spend) in writing to the Authorized Buyers program. Buyer grants Google permission to make the following modifications to any such campaign-specific details upon Buyer's request (the following, "**Approved Adjustments**"): (i) change the quantity of Impressions purchased (which may impact total media cost); (ii) change the frequency of ad placements; (iii) change targeting criteria for existing ad campaigns; (iv) rate changes; (v) pause / unpause or change the start or end dates for

existing ad campaigns, groups or placements; and (vi) duplicate ad groups (including ads, placements, targets and audiences).

Data Use

Google uses a cookie or mobile advertising identifier to serve ads placed through the Authorized Buyer program as described on the [Google Advertising Privacy FAQ](#). Google may use and disclose any data derived from a Buyer's use of the Authorized Buyers program, subject to the terms of [Google's privacy policy](#), the [Authorized Buyers Terms](#) and any applicable laws.

Data Protection

If Buyer accesses, uses, or processes personal information made available by Google that directly or indirectly identifies an individual and that originated in the European Economic Area or the United Kingdom ("Personal Information"), then Buyer will:

- comply with all privacy, data security, and data protection laws, directives, regulations, and rules in any applicable jurisdiction;
- use or access Personal Information only for purposes consistent with the consent obtained by the individual to whom the Personal Information relates;
- implement appropriate organizational and technical measures to protect the Personal Information against loss, misuse, and unauthorized or unlawful access, disclosure; and alteration and destruction.

Buyer will regularly monitor your compliance with this obligation and immediately notify Google in writing if Buyer can no longer meet (or if there is a significant risk that Buyer can no longer meet) this obligation, and in such cases Buyer will either cease processing Personal Information or immediately take other reasonable and appropriate steps to remedy the failure to provide an adequate level of protection.

Programmatic Guaranteed Deals Policies

Buyers who participate in Programmatic Guaranteed deals commit to purchasing a pre-defined number of impressions from the publisher in accordance with the Programmatic Guaranteed service level agreement, which Google may amend on notice from time to time. Buyers who fail to meet these commitments may be suspended from using the Programmatic Guaranteed feature.

Buyer will ensure that ad specifications and other information entered into its service by its advertisers are true and correct in all material respects.

Open Auction Policies

In addition to the above policies, Buyers participating in the Open Auction must also comply with all the below policies.

Publisher Anonymity in the Open Auction. Buyers must respect the anonymity of Sellers that have made inventory available only by anonymous ID, or by their root domain or an alternate URL. Subject always to the Third-party Ad Technology Vendors section above, Buyers may only pass such inventory to a 3rd party verification service provider if (a) the 3rd party verification service provider is able to recognize an opt-out value, and (b) the Buyer associates an opt-out value with such inventory.

Content Restrictions for the Open Auction. Buyers are not permitted to serve, through the Authorized Buyers program, creatives that themselves or through their landing pages: (i) promote hacking, dishonest behavior, dangerous products and/or services or that otherwise contain inappropriate content, even if not prohibited by law; (ii) contain adult, alcohol, gambling, healthcare, or political affiliation [except where expressly permitted by Google](#); (iii) advertise any system that (whether by itself or as a bundle in conjunction with other systems) causes ad space to be overlaid on a given site without

express permission of the site owner, including, but not limited to, toolbars. (iv) appear to be appropriate for a general audience but contain adult themes, including sex, violence, vulgarity, or other distasteful depictions of children or popular children's characters, that are unsuitable for a general audience.

Click-Through URLs in the Open Auction. Buyers must correctly declare their landing page URLs and track them using the appropriate Google click macro. Where a Buyer associates a dynamic ad with multiple customized landing pages, it is sufficient for the Buyer to declare the URL(s) of the root site(s).

[Google](#) [About Google](#) [Privacy](#) [Terms](#)

English ▼

Last Accessed May 17th, 2024

Link: <https://www.google.com/intl/en/authorizedbuyers/terms/>

Authorized Buyers Terms

Last updated on March 24, 2020

These **Authorized Buyers Terms** ("**Terms**") are entered into by Google LLC ("**Google**") and the entity executing these Terms ("**Customer**"). These Terms will be incorporated by reference into each service agreement or placement order entered into between Customer and Google. These Terms govern Customer's participation in Authorized Buyers service and any successor services ("**Programs**"). In consideration of the foregoing, the parties agree as follows:

- 1. Programs.** Customer authorizes Google and its affiliates to place Customer's advertising materials and related technology (collectively "**Ads**" or "**Creative**") on any content or property (each a "**Property**") available through the Programs, whether provided by Google or its affiliates on behalf of itself or, as applicable, a third party ("**Partner**"). Customer is solely responsible for all: (i) Creative, (ii) Ad trafficking decisions and targeting decisions ("**Targets**"), (iii) Properties to which Creative directs viewers (e.g., landing pages) and the redirect (e.g., URLs) ("**Destinations**") and (iv) services and products advertised on Destinations (collectively "**Services**"). Google and its affiliates may make available to Customer certain Program features (e.g., geographic targeting) to assist with the selection of Targets. Customer is not required to use these features and, as applicable, may opt-in to or opt-out of usage of these features, but if Customer uses these features then Customer will be solely responsible for those Targets. Google or Partners may reject or remove a specific Ad or Target at any time for any or no reason. Google and its affiliates may modify or cancel Programs at any time. Customer acknowledges that Google or its affiliates may participate in Program auctions in support of its own services and products. Some Program features are identified as "**Beta**," "**Ad Experiment**," or as otherwise unsupported or confidential ("**Beta Features**"). Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features. Google will have no liability under these Terms arising out of or related to any Beta Features.
- 2. Policies.** Customer is solely responsible for its use of the Programs (e.g., access to and use of Program accounts and safeguarding usernames and passwords) ("**Use**"). Program Use is subject to (i) the applicable Program guidelines available at www.google.com/intl/en/authorizedbuyers/guidelines.html, (ii) all applicable Partner policies made available by Google to Customer and (iii) if Customer offers to buy advertising inventory through the Program, for that advertising inventory, applicable Google Ads program policies located at www.google.com/ads/policies (collectively (i), (ii) and (iii), as modified from time to time, "**Policies**"). Some frequently asked Policy questions are answered by the following Policies: the Google Privacy Policy available at www.google.com/policies/privacy; the Advertising Cookies Policy available at www.google.com/ads/cookies; the Trademark Guidelines available at www.google.com/intl/en/permissions/guidelines.html; and the Requirements for Third Party Ad Serving available at adwords.google.com/support/bin/answer.py?answer=94230. In connection with the Program, Google will comply with the Google Privacy Policy. Customer will not, and will not authorize any third party to, (i) generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions or (ii) conceal conversions. For each Customer campaign placed through the Programs, the entity on whose Property the Ad was placed (Google or a Partner) may be provided with impression, click and price paid information which lists the associated Advertiser (as defined below) and Customer as the campaign buyer. Google may modify Ads (a) to make non-material changes or (b) as described in Policies. Any other modification to Ads may be requested by Google but requires Customer authorization, including without limitation by not exercising opt-out rights (e.g., for user interface or Ad quality experiments).
- 3. Ad Serving.** (a) Customer will not provide Ads containing malware, spyware or any other malicious code or knowingly breach or circumvent any Program security measure. (b) Customer may utilize an Ad server solely for serving or tracking Ads. Customer is responsible for inputting Ad server tags so that they are materially functional. (c) Google will have no liability for a discrepancy between Google's impression count ("**IC**") under the Programs and the IC produced by Customer's Ad server.

4. **Ad Cancellation.** Unless a Policy or the Program user interface (the "**UI**") provides otherwise, either party may cancel any Ad at any time before the Ad auction. Cancelled Ads will generally cease serving within 10 business hours or as described in a Policy or UI, and Customer remains obligated to pay all charges resulting from served Ads. Customer must effect cancellation of Ads (i) online through Customer's account if the functionality is available, (ii) if this functionality is not available, with prior notice to Google via email to Customer's account representative or (iii) if Customer does not have an account representative, with prior notice to Google via email to authorizedbuyers-support@google.com.
5. **Warranty and Rights.** Customer warrants that (a) it holds, and hereby grants Google, its affiliates and Partners, the rights in Creative, Destinations and Targets for Google, its affiliates and Partners to operate the Programs and (b) all information provided by Customer is complete, correct and current. Customer authorizes Google and its affiliates to (i) automate retrieval and analysis of Destinations for the purposes of the Programs, unless Customer opts-out in a manner specified by Google and (ii) use automated means to retrieve data (including, without limitation, revenue and impression figures) from Customer's systems. Customer (x) will not alter, obscure, or otherwise manipulate any such revenue or impression data and (y) will provide all such revenue and impression data in the form and format requested by Google. Customer will provide Google with at least 4 weeks prior notice of, and Google must approve in advance, any changes to Customer's revenue and impression reporting format. Customer warrants that it is authorized to act on behalf of, and has bound to these Terms, third parties, if any, for which Customer advertises in connection with these Terms ("**Advertiser**"). Customer will be liable for Advertiser's obligations under and breach of these Terms. Google may, upon request of an Advertiser, share Advertiser-specific information with Advertiser. If Customer is using a Program on its own behalf to advertise and not on behalf of an Advertiser, for that use Customer will be deemed to be both Customer and Advertiser.
6. **Payment.** Customer will pay all charges incurred in connection with the Program, in immediately available funds or as otherwise approved by Google, within thirty (30) days after the date of invoice, unless otherwise provided in a service agreement. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer will pay (i) all taxes and other government charges and (ii) reasonable expenses and attorneys' fees Google incurs in collecting late payments that are not disputed in good faith. Charges are solely based on Google's measurements for the Programs and the applicable billing metrics (e.g., clicks or impressions) available at the time when Google issues Customer invoices, including without limitation, where applicable, measurements resulting from Google's automated retrieval of data (including, without limitation, revenue and impression figures) from Customer's systems. For clarity, Google cannot and does not commit to never charging Customer for clicks or impressions that are (or that Google determines to be) invalid, including, for example, fraudulent or inauthentic clicks and impressions and clicks or impressions on Properties that violate Google's Policies. Any portion of a charge not disputed in good faith must be paid in full. Customer may not offset any payment due under these Terms against any other payment to be made under these Terms. Google may offset any charges invoiced in the immediately subsequent invoice, to account for adjustments in revenue and impression figures retrieved from Customer's systems. Google may, in its sole discretion, extend, revise or revoke credit at any time. Google is not obligated to deliver any Ads in excess of any credit limit. If Google does not deliver Ads to the selected Targets, then Customer's sole remedy is to make a claim for advertising credits within 60 days after the invoice date ("**Claim Period**"), after which Google will issue the credits following claim validation. Customer understands that third parties may generate invalid impressions or clicks on Customer's Ads, including clicks or impressions for prohibited or improper purposes and, regardless of how or when such activity is discovered, Customer's sole remedy is to make a claim for advertising credits within the Claim Period, after which Google will issue the credits if Google can validate through commercially reasonable efforts. To the fullest extent permitted by law: (i) Customer waives all claims relating to any Program charges unless a claim is made within the Claim Period; and (ii) the issuance of advertising credits (if any) is optional, at Google's reasonable discretion, and not mandatory under these Terms.
7. **Privacy.** (a) Customer must maintain, and will require that all third parties that collect data through Ads maintain a publicly available online privacy policy that provides notice of data collection practices related to its Ad campaigns booked through the Program, including without limitation use of a cookie, web beacon or other tracking mechanisms. (b) Where requested in the Program UI, Customer will identify those third parties that act as Ad servers, research vendors or otherwise collect data through the relevant Ad campaign, ensuring that this list is at all times complete, correct and current. (c) Customer will not alter, and will prohibit third parties from altering,

8. **Disclaimers.** EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAMS AND GOOGLE AND PARTNER PROPERTIES ARE PROVIDED "AS IS" AND AT CUSTOMER'S OPTION AND RISK AND NONE OF GOOGLE, ITS AFFILIATES OR GOOGLE'S PARTNERS MAKE ANY GUARANTEE IN CONNECTION WITH THE PROGRAMS OR PROGRAM RESULTS.
9. **Limitation of Liability.** EXCEPT FOR SECTION 10 AND CUSTOMER'S BREACHES OF SECTIONS 3(A), 12(D) OR THE LAST SENTENCE OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM: (a) NO PARTY OR ITS AFFILIATES MAY BE HELD LIABLE UNDER THESE TERMS OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THESE TERMS FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY; AND (b) OTHER THAN CUSTOMER'S PAYMENT OBLIGATIONS UNDER THESE TERMS, NO PARTY OR ITS AFFILIATES MAY BE HELD LIABLE FOR DAMAGES UNDER THESE TERMS ARISING FROM ANY GIVEN EVENT OR SERIES OF CONNECTED EVENTS IN THE AGGREGATE OF MORE THAN THE AMOUNT PAYABLE TO GOOGLE BY CUSTOMER UNDER THE TERMS IN THE THIRTY DAYS BEFORE THE DATE OF THE ACTIVITY FIRST GIVING RISE TO THE CLAIM.
10. **Indemnification.** Customer will defend, indemnify and hold harmless Google, its Partners, agents, affiliates and licensors from any third party claim or liability arising out of or related to Targets, Creative, Destinations, Services and Use and breach of these Terms by (i) Customer, (ii) Advertisers, (iii) creators of content for Advertisers and (iv) Ad servers and research vendors (other than Google) used by Customer and Advertisers in connection with the Programs. Customer will also ensure compliance with the obligations set forth in Section 7(b). Partners are intended third party beneficiaries of this Section.
11. **Term.** Google may modify these Terms at any time without liability. The modified Terms will be posted at www.google.com/intl/en/authorizedbuyers/terms.html. Customer should look at these Terms regularly. Continued use of the Programs more than 7 days after any modification to the Terms will constitute acceptance of that modification. The changes to the Terms will not apply retroactively and will become effective seven (7) days after posting. However, changes specific to new functionality or changes made for legal reasons will be effective immediately upon notice. Either party may terminate these Terms at any time with notice to the other party, but (i) campaigns not cancelled under Section 4 and new campaigns may be run and reserved and (ii) continued Program Use is, in each case subject to Google's then standard terms and conditions for the Program available at www.google.com/intl/en/authorizedbuyers/terms.html. Google may suspend or terminate Customer's ability to participate in the Programs, or any portion thereof, at any time with notice to Customer. In all cases, the running of any Customer campaigns after termination is in Google's sole discretion.
12. **Miscellaneous.** (a) CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CHOICE OF LAW RULES, WILL GOVERN ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PROGRAMS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. (b) Nothing in these Terms will limit a party's ability to seek equitable relief. (c) These Terms are the parties' entire agreement relating to its subject and supersede any prior or contemporaneous agreements on that subject, including without limitation, any such agreements entered into with Admeld LLC (formerly known as AdMeld Inc.). (d) Customer may not

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make any public statement regarding the relationship contemplated by these Terms. (e) All notices of termination or breach must be in writing and addressed to the other party's Legal Department. The email address for notices being sent to Google's Legal Department is legal-notices@google.com. All other notices must be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). These notice requirements do not apply to legal service of process, which is instead governed by applicable law. (f) Except for modifications to these Terms by Google under Section 11, all amendments must be agreed to in writing by both parties and expressly state that they are amending these Terms. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any provision of these Terms is found unenforceable, the balance of the Terms will remain in full force and effect. (g) Neither party may assign any part of these Terms without the written consent of the other party, except to an affiliate but only where (I) the assignee agrees in writing to be bound by these Terms, (II) the assigning party remains liable for obligations under these Terms if the assignee defaults on them, and (III) the assigning party has notified the other party of the assignment. Any other attempt to transfer or assign is void. (h) Except as expressly listed in Section 10, there are no third-party beneficiaries to these Terms. (i) These Terms do not create any agency, partnership or joint venture among the parties. (j) Sections 1 (last sentence only), 6, 8, 9, 10, 11 and 12 will survive expiration or termination of these Terms. (k) Except for payment obligations, no party or its affiliates is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control.